

02/03/2012



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Electronic Version v1.1
 Stylesheet Version v1.1

11-12-11

SUBMISSION TYPE:		NEW ASSIGNMENT													
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY													
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Guaranty Business Credit Corporation</td> <td></td> <td>08/01/2005</td> <td>CORPORATION: NY</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Guaranty Business Credit Corporation		08/01/2005	CORPORATION: NY				
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Guaranty Business Credit Corporation		08/01/2005	CORPORATION: NY												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Focus Direct, LLC</td> </tr> <tr> <td>Street Address:</td> <td>9707 Broadway</td> </tr> <tr> <td>City:</td> <td>San Antonio</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>78217</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: Delaware</td> </tr> </table>				Name:	Focus Direct, LLC	Street Address:	9707 Broadway	City:	San Antonio	State/Country:	TEXAS	Postal Code:	78217	Entity Type:	LIMITED LIABILITY COMPANY: Delaware
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PROPERTY NUMBERS Total: 2															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>75702616</td> <td>FOCUS DIRECT</td> </tr> <tr> <td>Serial Number:</td> <td>75150053</td> <td>FOCUS DIRECT</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	75702616	FOCUS DIRECT	Serial Number:	75150053	FOCUS DIRECT			
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Serial Number:	75702616	FOCUS DIRECT													
Serial Number:	75150053	FOCUS DIRECT													
CORRESPONDENCE DATA															
Fax Number: (501)375-1309 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Email: rallmendinger@roselawfirm.com Correspondent Name: Robyn Allmendinger Address Line 1: 120 East Fourth Street Address Line 4: Little Rock, ARKANSAS 72201															
NAME OF SUBMITTER:		Robert Janes													
Signature:		/Robert Janes/													
Date:		03/21/2011													

OP \$65.00 75702616

03/22/2011	00006191	4	8521	\$40.00	03/21/2011	CC
03/22/2011	00006192	4	8522	\$25.00	03/21/2011	CC

USPTO
TO: ROBYN ALLMENDINGER COMPANY: 120 EAST FOURTH STREET

4/7/2011 8:03:14 PM PAGE 5/014

Fax Server

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Declaration Supporting Payment of Lien

I am the Vice President of Focus Direct, LLC ("Borrower") and I am authorized to execute this document on behalf of the Borrower.

By a Loan and Security Agreement dated as of September 11, 2003, Borrower borrowed the amount of \$1,714,643.84 ("Payoff Amount") from Guaranty Business Credit Corporation ("GBCC"). In return, Borrower granted GBCC a security interest in the intellectual property listed on the attached Schedule "A" (the "Borrower's Intellectual Property"). This security interest was recorded in the United States Patent and Trademark Office Assignment Division on September 25, 2003 on Reel/Framc 2832/0642.

On August 1, 2005, Borrower, GBCC and U.S. Bank National Association executed the attached Payoff Letter ("Letter") wherein it was agreed that upon receipt of the Payoff Amount and a fully executed copy of the Letter, all security interests and liens upon the assets of Borrower in favor of GBCC would terminate and GBCC would release the liens, which includes the lien on the intellectual property.

On August 1, 2005, Borrower wired the Payoff Amount to GBCC. Attached is a copy of the wire confirmation evidencing that said payment was made.

Although it was the intention of GBCC and the Borrower to formally record the release of the security interest on the Borrower's Intellectual Property, this was not accomplished. GBCC has since been dissolved, leaving no one with the authority to execute a release on the security interest on its behalf.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document; or the validity of registrations listed on the attached Schedule "A", he is properly authorized to execute this document on behalf of the Borrower, and all statements made herein of his/her own knowledge are true and all statements made on information and belief are believed to be true.

FOCUS DIRECT, LLC

Dated: March 21, 2011

By: 

Name: Robert Janes

Title: Vice President

LIBNY/4998414.1


TRADEMARK

REEL: 004730 FRAME: 0161

SCHEDULE A
Focus Direct, LLC
(Delaware Corporation)

U.S. Trademarks Subject to Security Interest
In favor of Guaranty Business Credit Corporation
Granted by Focus Direct, LLC
Recorded 9/25/03 at Reel 2832 Frame 0642

Registered and Pending Marks

Mark	Registration No./ Application No.	Registration Date/ Application Date
FOCUS DIRECT	2123152	12/23/1997
PIZZACHECK	2195497	10/13/1998
FOCUS DIRECT	2441927	04/10/2001
GIVING INSTITUTE	75/887713	01/05/2000
10101010 EDATA TRACK	76/006804	03/22/2000
ULTRASOURCE	2576728	06/04/2002
FOCUS DIRECT	2616890	09/10/2002

August 1, 2005

VIA TELECOPY
Focus Direct, LLC
c/o Private Equity Capital Corporation
One Gotham Island
Westport, Connecticut 06800
Attn: John M. Ranney

U.S. Bank National Association
One U.S. Bank Plaza
7th & Washington
St. Louis, Missouri 63101

Re: Loan and Security Agreement, dated as of September 11, 2003, between Guaranty Business Credit Corporation ("GBCC") and Focus Direct, LLC ("Borrower") (as amended from time to time, the "Loan Agreement"); capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement

Gentlemen:

1. Borrower has informed GBCC that it desires to repay in full on August 1, 2005 (the "Payoff Date") the indebtedness evidenced by the Loan Agreement. To induce GBCC to terminate GBCC's security interest in the collateral pledged to GBCC under the Loan Agreement or in connection therewith in the manner set forth herein, Borrower agrees to pay GBCC the Payoff Amount. As of the Payoff Date, the Payoff Amount is \$1,714,643.84, plus a *per diem* of \$301.13 for each day thereafter until the Payoff Amount (as adjusted for such *per diem*) is paid. The Payoff Amount shall be paid by wire transfer in accordance with the following instructions:

Bank: Guaranty Bank
ABA #: 314970664
Account #: 3800436598
Name: Guaranty Business Credit Corp
Reference: Focus Direct

Focus Direct, LLC
U.S. Bank National Association
August 1, 2005
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If the Payoff Amount is not received by GBCC prior to 12:00 noon, Dallas, Texas, time, on a day, it shall be deemed to have been received on the next business day and shall be increased by the *per diem* for each day that elapses until the next business day.

2. Upon the receipt of the Payoff Amount as aforesaid and upon receipt of this letter agreement, fully executed by all parties hereto, (a) all indebtedness and liabilities of Borrower to GBCC, together with those of any guarantor of Borrower's obligations to GBCC, will be discharged in full, *provided*, that nothing contained herein shall affect, alter, impair, or release Borrower or any such guarantor from (i) any indemnity obligations that by their terms survive repayment of the indebtedness and liabilities owing to GBCC or (ii) Borrower's obligations hereunder; (b) all security interests and liens upon any of the assets of Borrower or Focus Direct Holding, LLC ("Parent") in favor of GBCC shall terminate; and (c) Borrower will be authorized to terminate the UCC-1 financing statements naming GBCC as secured party and Borrower or Parent as debtor. GBCC also agrees to execute and deliver, at the cost and expense of Borrower, (a) all possessory collateral in the possession of GBCC (including, without limitation, member interest certificates) and (b) such other and further documents and agreements as may be reasonably requested by Borrower in order to effect and evidence more fully the termination and release of the security interests and liens of GBCC provided for herein.

3. To the extent GBCC receives payments from Borrower's customers on Borrower's accounts receivable on or after the date hereof, GBCC agrees to remit the amount of such payments to U.S. Bank National Association ("U.S. Bank") for the account of Borrower. U.S. Bank and Borrower agree to pay GBCC, on demand, together with any fees and expenses associated therewith, (a) the amount of any such remittance made by GBCC to U.S. Bank and (b) the amount of any payment received by GBCC from Borrower's customers on Borrower's accounts receivable prior to the date hereof and applied to Borrower's account with GBCC in determining the Payoff Amount if, in either case, the payment made by the customer of Borrower to GBCC is returned to GBCC unpaid for any reason, *provided*, that U.S. Bank's obligations under this Section 3 shall be limited to a period of (i) sixty (60) days after the Payoff Date, with respect to payments applied to Borrower's account with GBCC in determining the Payoff Amount and (ii) sixty (60) days after the date of remittance to U.S. Bank, with respect to items remitted to U.S. Bank after the Payoff Date. In the event that any payment on Borrower's accounts receivable received by GBCC and either remitted to U.S. Bank or applied to Borrower's account with GBCC is sought to be recovered by the payor or a representative thereof (including a trustee in bankruptcy or assignee for the benefit of creditor), then GBCC shall promptly so advise Borrower in writing. Following the aforementioned written notice, Borrower shall have the exclusive right and obligation, at its sole cost and expense, to contest, defend or settle such claim. Borrower hereby agrees to indemnify and hold GBCC harmless from any loss, damage or expense arising out of the assertion of such claim.

4. In consideration of the agreements contained herein, each of Borrower and Parent hereby releases GBCC and its officers, directors, shareholders, affiliates, and employees from any and all claims, suits, damages, costs or liabilities of any nature arising in whole or in part

Focus Direct, LLC
U.S. Bank National Association
August 1, 2005
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under or in connection with the Loan Agreement or the transactions contemplated thereby, including, without limitation, any such claims, suits, damages, cost or liabilities arising out of or relating to a claim of breach of contract, fraud, lender liability or misconduct, breach of fiduciary duty, usury, unfair bargaining position, unconscionability, violation of law, negligence, error or omission in accounting or calculations, misappropriation of funds, tortious conduct or reckless or willful misconduct, whether known or unknown.

5. GBCC enters into this agreement under the express assumption that U.S. Bank has conducted an independent and thorough investigation of the creditworthiness of Borrower and the genuineness or quality of Borrower's accounts receivable, inventory and/or any other collateral of Borrower upon which U.S. Bank may be relying.

6. GBCC makes no representations, warranties, agreements and statements concerning Borrower, its business, financial condition, creditworthiness, prospects, the nature of the relationship between Borrower and its customers, the accuracy, genuineness or quality of Borrower's accounts receivable or inventory or the financial condition of Borrower's customers.

7. This Agreement shall be governed by the laws of the State of Texas

8. This letter agreement may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter agreement by telefacsimile transmission shall be equally as effective as delivery of an executed hard copy of the same. Any party delivering an executed counterpart of this letter agreement by telefacsimile transmission shall also deliver an executed hard copy of the same, but the failure by such party to deliver an executed hard copy shall not affect the validity, enforceability, and binding effect of this letter agreement.

If the foregoing is in accordance with your understanding of our agreement, please so indicate by signing in the place and manner provided below.

Sincerely,

Guaranty Business Credit Corporation

By: [Signature]
Name: Tom Hawkins
Title: Vice President Loan Officer

1 Focus Direct, LLC
U.S. Bank National Association
August 1, 2005
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ACKNOWLEDGED AND AGREED:

U.S. Bank National Association

By: *Jason C. Naylor*
Name: JASON C. NAYLOR
Title: ASSISTANT VICE-PRESIDENT

Focus Direct, LLC

By: _____
Name: _____
Title: _____

Focus Direct Holding, LLC

By: _____
Name: _____
Title: _____

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U.S. Bank National Association
August 1, 2005
Page 4

ACKNOWLEDGED AND AGREED:

U.S. Bank National Association

By: _____
Name: _____
Title: _____

Focus Direct, LLC

By: *John A. Redmond*
Name: *John A. Redmond*
Title: *Secretary*

Focus Direct Holding, LLC

By: *John A. Redmond*
Name: *John A. Redmond*
Title: *Secretary*